

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF CASS

NINTH JUDICIAL DISTRICT

Case Type: CONTRACT

Optimum Cleaning LLC,

Court File No.: _____

Plaintiff,

v.

COMPLAINT

Secura Insurance Company,

Defendant.

Plaintiff Optimum Cleaning LLC ("Plaintiff"), as and for its Complaint against Defendant Secura Insurance Company ("Defendant"), states and alleges as follows:

PARTIES AND JURISDICTION

1. Plaintiff Optimum Cleaning LLC is a limited liability company organized and existing under the laws of the State of Minnesota with its principal place of business located at 6483 42nd Avenue Southwest, Pequot Lakes, Minnesota (the "Property").

2. Upon information and belief, Defendant Secura Insurance Company is a foreign insurance company licensed and authorized to sell insurance and transact business in the State of Minnesota, with its principal place of business located at 1500 Mutual Way, Neenah, Wisconsin.

3. This Court has jurisdiction of the Plaintiffs claim under Minn. Stat. § 484.01.

4. Because the Property is located in Cass County, Minnesota, and the acts giving rise to Plaintiff's claims arose in Cass County, Minnesota, this case is properly venued in Cass County, Minnesota under Minn. Stat. §542.09.

EXHIBIT

tables

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FACTUAL ALLEGATIONS

5. At all times relevant hereto, Plaintiff was insured by insurance policies issued by Defendant that insured a detached building located at the Property and vehicles used in Plaintiff's business.

6. Defendant issued insurance policy XX-XX-XXXXXX882-8 (the "Building Policy"), effective December 23, 2018 through December 23, 2019, that insured against, among other things, fire damage.

7. The Building Policy provided a \$100,000.00 limit in coverage for the detached building.

8. The Building Policy also provided a limit in the amount of the "ACTUAL LOSS SUSTAINED" for coverage related to business income.

9. Defendant issued insurance policy XX-X-XXXXXX883-8 (the "Auto Policy"), effective December 23, 2018 through December 23, 2019, that provided comprehensive coverage for a 2014 Dodge Ram 3500 4x2 w/cleaning mechanism attachment (the "Truck").

10. The Auto Policy provided comprehensive coverage for the Truck with a limit of \$90,000.00.

11. On or about June 26, 2019, a fire at the Property damaged Plaintiff's detached garage and its contents, including the Truck (the "Loss").

12. The Loss also caused Plaintiff to lose business income.

13. After the Loss occurred, Plaintiff notified Defendant and reported the Loss, provided Defendant with access to the Property to investigate and adjust the Loss, fulfilled all of its other duties and obligations under the Policy, and relied upon Defendant to honor its contractual obligations to properly adjust and pay for the Loss.

COUNT ONE – BREACH OF CONTRACT

14. Plaintiff restates and realleges each of the foregoing paragraphs as though fully set forth herein and further states and alleges as follows.

15. The Policy is a contract between Plaintiff and Defendant.

16. Plaintiff has performed all conditions precedent necessary to obligate Defendant to perform under the Policy, including paying premiums and cooperating with Defendant's investigation and adjustment of the loss.

17. Defendant has breached the Policy by failing to fully and fairly adjust and pay the Loss.

18. As a direct result of Defendant's breach of contract, Plaintiff has been damaged in an amount in excess of \$50,000, the specific amount to be determined at trial.

WHEREFORE, Plaintiff prays for judgment against the Defendant for the following relief:

1. That Plaintiff is entitled to judgment in favor of the Plaintiff and against Defendant for an amount in excess of \$50,000, the exact amount to be proven at trial;
2. An award of attorney's fees, costs and disbursements; and
3. For such other and further relief as this Court deems just and equitable.

SMITH JADIN JOHNSON, PLLC

Dated: June 23, 2021

By: /s/ John C. Wittmer

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